

Union Pacific Corporation

Date 4/18/89  
Fee \$ 13.00



9-103A002

Jack E. Jerrett  
Senior Corporate Attorney  
ICC Washington, D.C.

April 17, 1989

FEDERAL EXPRESS

RECORDATION NO. 10466-E FILED 1428

APR 18 1989 - 12 00 AM

INTERSTATE COMMERCE COMMISSION

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Ave., N.W.  
Washington, DC 20423

Re: Western Pacific Railroad Company  
Equipment Trust, First 1979 Series

Dear Madam:

I enclose for recording under Section 11303 of Title 49 of the United States Code, five executed originals of a Third Supplement, dated as of April 3, 1989, between Union Pacific Railroad Company (the "Company"), as the successor to the Western Pacific Railroad Company, and The Chase Manhattan Bank (National Association), as Trustee (the "Trustee") (the "Supplement"), covering the purchase by the Trustee and lease to the Company of certain additional railroad equipment described in Paragraph 1 thereto. The primary document to which this is connected is an Equipment Trust Agreement, dated as of May 1, 1979 and assigned Recordation No. 10466.

The names and addresses of the parties to the enclosed Supplement are:

TRUSTEE-LESSOR:	The Chase Manhattan Bank, N.A. One New York Plaza New York, New York 10081
GUARANTOR-LESSEE:	Union Pacific Railroad Company 1416 Dodge Street Omaha, Nebraska 68179

APR 18 1989  
NOT RECORDED UNIT

At the time of delivery and thereafter until the Lessee has fully performed its obligations under the Equipment Trust Agreement, each unit of additional railroad equipment covered by the Supplement will bear the marking:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED  
WITH THE INTERSTATE COMMERCE COMMISSION"

After these documents are filed and recorded, kindly return four of the enclosed copies to me.

I also enclose a check to the order of the Interstate Commerce Commission in the amount of \$13.00 to cover the fee associated with the filing and recordation of the Supplement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter in the enclosed self-addressed envelope.

Very truly yours,

*Joe E. Jenett*

JEJ:eb

Enclosures

cc: Edwin A. Willis

Interstate Commerce Commission  
Washington, D.C. 20423

4.28.89

OFFICE OF THE SECRETARY

Jack E. Jerrett  
Senior Corporate Attorney  
Martin Tower Eighth & Eaton Avenue  
Bethlehem, PA. 18018

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4.28.89 , at 12:00pm , and assigned recordation number(s). 10466-E

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

This Third Supplement has been executed in 8 original counterparts, of which this is Counterpart No. 6.

RECORDATION NO. 10466-E FILED 1483

THIRD SUPPLEMENT,

APR 18 1989 - 12 00 AM

BETWEEN

INTERSTATE COMMERCE COMMISSION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), TRUSTEE  
AND UNION PACIFIC RAILROAD COMPANY

This THIRD SUPPLEMENT, dated as of April 3, 1989, between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company), the successor to the Western Pacific Railroad Company, a Delaware corporation ("Western Pacific"). (Terms used in this Supplement shall have the same meanings as set forth in Section 2.01 of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and Western Pacific have heretofore entered into (i) an Equipment Trust Agreement, dated as of May 1, 1979, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on June 11, 1979 and assigned Recordation No. 10466 and pursuant to which the Trustee was authorized to issue \$20,729,500 aggregate principal amount of The Western Pacific Railroad Company Equipment Trust Certificates, First 1979 Series (hereinafter called the Trust Certificates); (ii) a First Supplement, dated as of March 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on March 21, 1980 and

assigned Recordation No. 10466-A; and (iii) a Second Supplement, dated as of May 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on May 15, 1980 and assigned Recordation No. 10466-B (such Equipment Trust Agreement, as amended, being hereinafter called the Agreement); and

WHEREAS, the Company acquired Western Pacific on June 16, 1987 and assumed all of Western Pacific's obligations including the Agreement; and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 5.07 of the Agreement, and an amount of cash equal to the Value of such Trust Equipment has been deposited with the Trustee (hereinafter referred to as Replacement Funds); and

WHEREAS, the Company desires that certain additional Equipment be substituted for the Equipment suffering a Casualty Occurrence and that the Replacement Funds be used for the purchase of such additional Equipment, as provided under Sections 4.01 and 5.07 of the Agreement; and

WHEREAS, Section 5.03 of the Agreement provides that additional Equipment may be substituted for and included as part of the Trust Equipment pursuant to a supplement to the Agreement; and

WHEREAS, the Company and the Trustee, in accordance with Sections 5.03 and 5.07 of the Agreement, desire to execute and deliver this Third Supplement for the foregoing purpose and such

supplement will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company, as promptly as possible hereafter, will cause to be constructed and sold to the Trustee, subject to all of the terms of the Agreement, the following standard-gauge railroad equipment (other than passenger or work equipment) (hereinafter called the Additional Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
6	Fully enclosed, bi-level auto racks, numbered 8230-8235, inclusive, manufactured by Thrall Car Manufacturing Company	\$30,275	\$181,650

(2) When and as the Additional Equipment shall have been delivered to the Trustee or to the Company as agent for the Trustee, the Trustee shall, pursuant to the provisions of Section 5.07 of the Agreement, pay the Owner thereof the cost of the Additional Equipment (up to the Value thereof) as specified in the invoice from the Owner.

(3) Pursuant to Section 5.01 of the Agreement, the Trustee hereby leases the Additional Equipment to the Company for a term ending on the date on which the final payment of principal and dividends on any Trust Certificates is due.

(4) The Company hereby accepts the lease of the Additional Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Additional Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Additional Equipment was originally made a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Third Supplement has been simultaneously executed in several counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.


THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Trustee

By:

  
Vice President

(SEAL)

ATTEST:

  
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,  
Successor to The Western Pacific  
Railroad Company

By:

  
Vice President

(SEAL)

ATTEST:

  
Assistant Secretary



STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

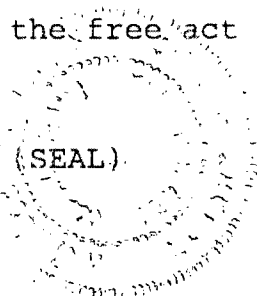
On the 13<sup>th</sup> day of April 1989, before me personally  
appeared Ann L. Edmonds, to me personally  
known, who being by me duly sworn, says, that he is a Vice  
President of The Chase Manhattan Bank (National Association),  
that one of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority of  
its Board of Directors, and that the execution of the foregoing  
instrument was the free act and deed of said corporation.

(SEAL)  
JERONIMO M. COLLACO  
Notary Public, State of New York  
No. 41-4880257  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires December 15, 1990

*J. M. Collaco*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
  ) ss.:  
COUNTY OF LEHIGH                    )

On the 3<sup>rd</sup> day of April, 1989, before me personally  
appeared Carl von Bernuth, to me personally  
known, who being by me duly sworn, says, that he is a Vice  
President of Union Pacific Railroad Company, that one of the  
seals affixed to the foregoing instrument is the corporate seal  
of said corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of  
Directors, and that the execution of the foregoing instrument was  
the free act and deed of said corporation.



*Kathleen F. Owens*  
Notary Public

